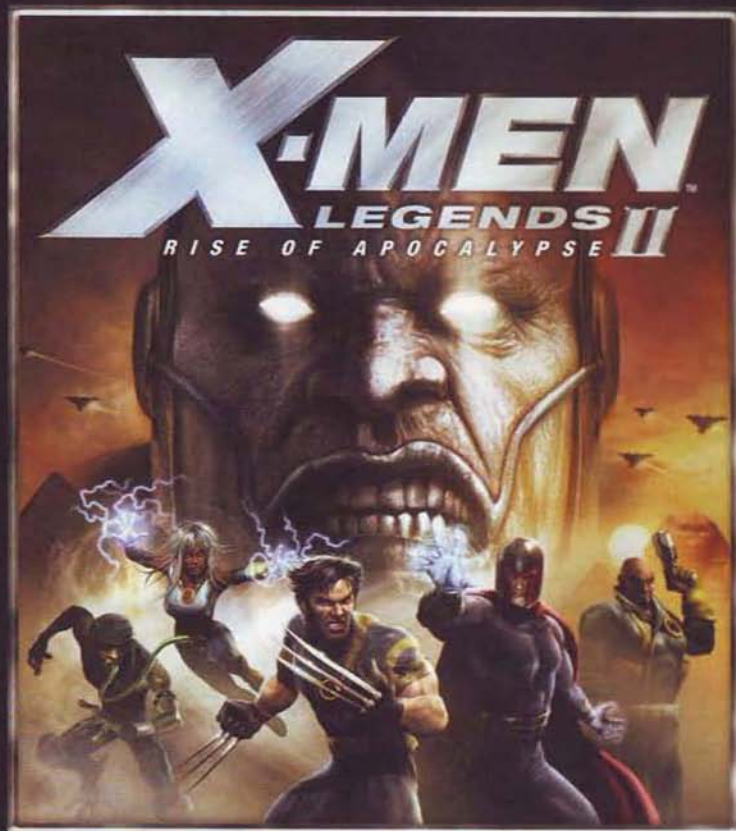


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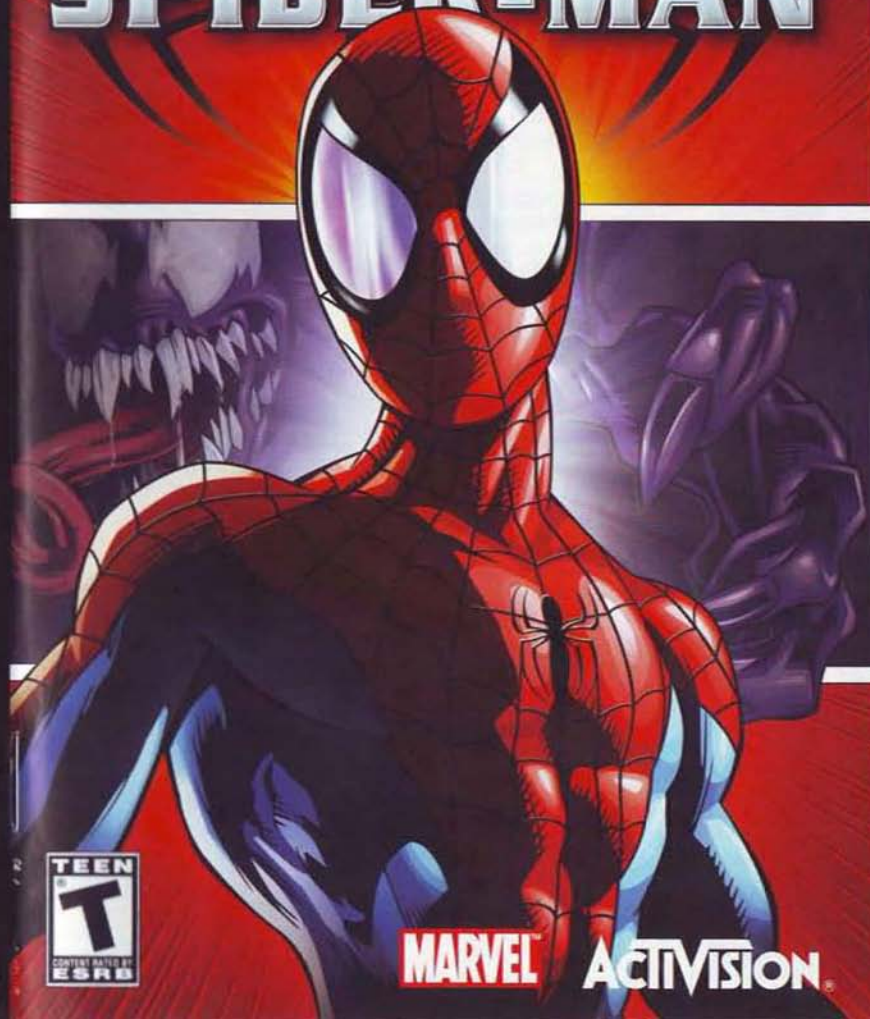
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ULTIMATE
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About Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these "photosensitive epileptic seizures" while watching video games.

These seizures may have a variety of symptoms including: lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures.

The risk of photosensitive epileptic seizures may be reduced by:

- sitting farther from the television screen,
- using a smaller television screen,
- playing in a well-lit room, and
- not playing when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

Avoid Damage to Your Television

Do not use with certain televisions. Some televisions, especially front- or rear-projection types, can be damaged if any video games, including Xbox games, are played on them. Static images presented during the normal course of game play may "burn in" to the screen, causing a permanent shadow of the static image to appear at all times, even when video games are not being played. Similar damage may occur from static images created when placing a video game on hold or pause. Consult your television owner's manual to determine if video games can be safely played on your set. If you are unable to find this information in the owner's manual, contact your television dealer or the manufacturer to determine if video games can be played on your set.

Other Important Health and Safety Information

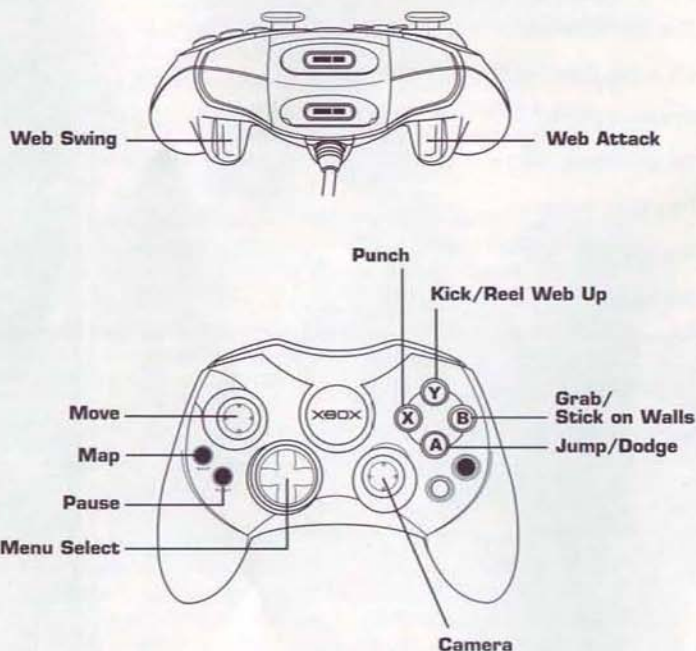
The Xbox Instruction Manual contains important safety and health information that you should read and understand before using this software.

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DEFAULT GAME CONTROLS



THE STORY SO FAR

The Venom suit was designed by Doctors Richard Parker and Edward Brock in an attempt to develop a cure for cancer.

Recently, their sons Peter Parker and Eddie Brock, Jr. discovered the final remaining sample of the Venom suit—and unleashed the nightmare of Venom.

When Eddie and the Venom suit vanished in a flash of electricity, Peter learned one fundamental rule of the super hero business: "If there's no corpse—the guy's alive."

Now, three months later, Peter Parker continues his double life as both high school student and Spider-Man. Unbeknownst to Peter, Venom is terrorizing the streets of New York once again.

IT'S A BIG WORLD OUT THERE

In *Ultimate Spider-Man*, you can experience a free-roaming city environment that covers Manhattan and neighboring Queens. As the game unfolds, you'll automatically switch back and forth between the heroic Spider-Man and his arch nemesis Venom.

As the game progresses, Spider-Man will have certain **City Goals** to accomplish in order to continue the story. Check the **City Goals** section of the **Pause Menu** to see Spider-Man's current objectives.

Once all City Goals have been accomplished, a beacon of light will appear represented as a green dot on the mini-map, showing where the next story mission begins.

In addition to the main story, there will be multiple City Events taking place. **City Events** range from stopping muggings to saving lives and are represented by red dots on the mini-map. Time is of the essence, so when you see a City Event in progress, get in there and be a hero.

There are a lot of additional activities such as finding secret tokens, landmarks and comic book covers and competing in trick races. These diversions are fun and if successful, you'll be rewarded with secret content.

Now get out there and save the city!

CREATE A PROFILE

Start by creating a user profile to save your game progress. Enter a name using the **D-pad** to select letters and move the selector. Press the **A** button when you've entered your desired profile name.

PAUSE MENU

Press the **START** button to access the **Pause Menu**. In addition to taking a break from the game, the **Pause Menu** allows you to access many other features of *Ultimate Spider-Man*. Use the **D-pad** and the **A** button to highlight and select options.

CITY GOALS

Check here to see your current objectives.



SAVE GAME

Save your game.



LOAD GAME

Load previously saved games.





OPTIONS

Change many of the game's settings.



MESSAGE LOG

Review past in-game communications.

UNLOCKABLES

Access special features you earn from excellent play.



SWITCH HERO

Use this option to switch between Spider-Man and Venom.

Note: Only available after completing the entire game story. Before that, you'll be automatically switched between the two characters.

PLAY BOTH SIDES

Ultimate Spider-Man gives you the opportunity to play as both Spider-Man and Venom. As you move through the city, be on the lookout for beacons of light that mark the starting point for a story mission. After completing a mission, you'll be returned to the city as Spider-Man so you can explore at will.

Between story missions, you'll need to complete certain objectives in order to advance. Check the **City Goals** section in the **Pause Menu** to see your current list of objectives.

Note: The tasks required to advance your City Goals accumulate as the game progresses. For example, if you find all tokens at the beginning of the game, you have completed that goal for the entire story.

As a reward for completing the game story, you'll unlock the ability to roam freely in the city as Venom or Spider-Man. Select **Switch Hero** from the **Pause Menu** to switch between Spider-Man and Venom.

SPIDER-MAN CONTROLS

A button	Jump (press once)/Press a second time while in mid-air to double jump. The longer you hold the button down, the higher you jump.
B button	Wall Crawl/Grab/Combat Throw
X button	Punch/Speed Boost (while swinging)
Y button	Kick/Climb Web (while swinging)
left trigger	Web Attacks
right trigger	Pull and hold to Web Swing/Release trigger to release the web
left + right trigger	Web Zip
START button	Pause Menu
BACK button	Open Map

SPIDER-MAN COMBAT DETAILS

In *Ultimate Spider-Man*, Spider-Man has a very acrobatic fighting style. Spider-Man can attack, jump to a wall, attack another opponent, jump behind the enemy to a different opponent, etc.

Move the **left thumbstick** to choose an enemy to attack. For example, if an enemy is on Spider-Man's left, push the stick to the left + Punch, Kick or Grab.

Being an acrobatic fighter, Spider-Man can attack an enemy then immediately spring to attack another one nearby. If there's an enemy on Spider-Man's left and right, try pushing the thumbstick to the left + Punch or Kick then immediately push the stick to the right + Punch, Kick or Grab.

Switching between multiple targets results in more damage than repeatedly attacking a single target.

Switching between punches and kicks also increases the damage Spider-Man can deal. The best way to put down a gang of thugs is to constantly switch up targets and attacks.

Spider-Man can jump and do a pouncing attack with either Punch or Kick.

Spider-Man can also bounce off walls and cars! When an enemy is close to a wall, press the stick toward the wall + Punch or Kick.

After an enemy has taken a beating, they remain unconscious for a short time with a web icon blinking above their head. Push the **left thumbstick** toward the downed enemy and hold the Web Attack button to subdue them and remove them from the action. If you do not web subdue downed enemies, they will regain consciousness after a short time and attack Spider-Man again.

Push the **left thumbstick** toward an opponent and hold down Web Attack to wrap the enemy in webbing. Press Punch or Kick while holding down Web Attack to perform special web attacks.

Note: Combat moves are only activated during combat situations (you cannot perform combat moves on civilians).

VENOM CONTROLS

A button	Jump. The longer you hold the button down, the higher you jump.
B button	Wall Crawl/Grab/Combat Throw/Throw Object
X button	Claw Attack
Y button	Tentacle Attack
left trigger	Feed
right trigger	Locomotion Jump. The longer you hold the trigger down, the higher you jump.
left + right trigger	Tentacle Zip
START button	Pause Menu
BACK button	City Map

FEEDING

The Venom suit is a double-edged sword. It makes Eddie Brock stronger than Spider-Man, but it's also eating him alive. To keep the Venom suit from consuming Eddie, you must find it new sources of energy to feed upon.

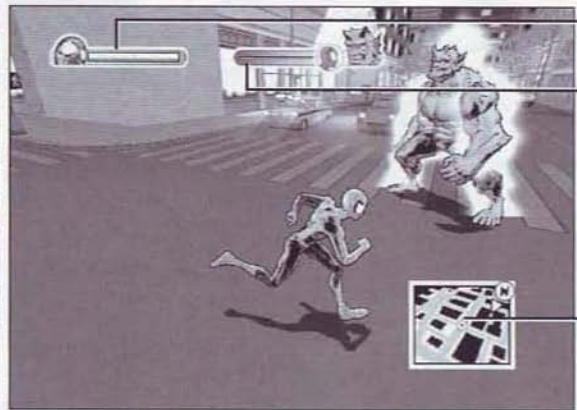
When Venom is low on health, he can attempt to "feed" on other people. Simply approach any bystander and pull the **left trigger**. However, super-powered humans will fight back and free themselves almost immediately, possibly even harming Venom in the process.

VENOM COMBAT DETAILS

Venom has two attack styles, depending on the range of his enemy. If the bad guy is close, claws are a great way to deal lots of damage. While tentacles cause less pain than claws, they reach farther and can hit multiple targets at once.

When Venom wants to cause a bit more damage than usual, he can pick up and throw objects, such as vehicles. To throw an object, maneuver Venom next to the object and press the **B** button. When fighting super villains, Venom automatically targets the enemy and throws the object without any other user interaction. Rapidly press the **B** button twice to perform a quick throw. To control Venom's throw, use the **right thumbstick** to aim while he's lifting the object. Use caution when throwing vehicles. They have a tendency to explode after being thrown and the explosions can hurt Venom.

GENERAL INFORMATION



Spider-Man's Health Meter

Chase Meter

City Map

METERS

Race Meter – This meter shows up only during trick races. It shows who's leading the race and how far ahead they are.



Chase Meter – This meter shows how far away Spider-Man is to the chase target. Don't fall too far behind or you will fail the mission.



TAM – Short for Threat Assessment Meter; this meter displays how much time Spider-Man has to stop the given threat.



Strength Test Meter – The Strength Test Meter shows up when Spider-Man needs to use his strength to stop certain threats. You must alternately pull the **left trigger** and **right trigger** to find the correct speed to keep the indicator within the green area of the meter.



CITY MAP

If you're outdoors, press the **BACK** button to show the city map. [The game remains paused as long as you look at the map.] Then use the following controls:

D-pad	Scroll the map
A button	Zoom in
B button	Zoom out
X button	Bring up the legend
Y button or the BACK button	Exit map and resume game

GAME TOKENS



Health Token



Comic Covers



Trick Race Launch Points



Landmark Tokens



Combat Tour



Venom Race

GAMEPLAY TIPS

- While swinging, hold down the **Y** button to "reel in" your web line.
- Press the **X** button to give yourself a boost while swinging. Better timing means better boost.
- Jumping or double-jumping at the end of your swing gives you a bit more distance and height to continue swinging.
- The longer you hold the jump button down, the higher you jump.
- A yellow glow around Spider-Man's head indicates that danger is imminent. Jump or double jump out of the way to avoid damage.

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